



## Weber County Community & Economic Development Department

Date: November 2, 2017

To: Weber County Board of County Commissioners

From: Sean Wilkinson, AICP *SW*  
Department Director, Community & Economic Development

Subject: **Request for approval of an interlocal agreement allowing North Ogden City to become the land use and building permit authority for property in unincorporated Weber County that is being annexed into North Ogden City (Parcel # 11-003-0026).**

Agenda Date: November 7, 2017

Documents: - Aerial Image of Property to be Annexed (Exhibit 1)  
- Interlocal Agreement (Exhibit 2)

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### Summary:

North Ogden City has requested that Weber County enter into an interlocal agreement that allows the City to be the land use and building permit authority for property in unincorporated Weber County that is being annexed into the City. The property being annexed is an unincorporated island (just under one acre in size) located at approximately 744 East 1700 North. The property is currently in the annexation process, which will be completed very soon. The agreement terminates when the property is annexed, project construction is complete, or after two years from the date the agreement is approved, whichever comes first. There is no financial obligation associated with this agreement.

### Annexation Property Description:

PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWN SHIP 6 NORTH, RANGE 1 WEST, SALT LAIG BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

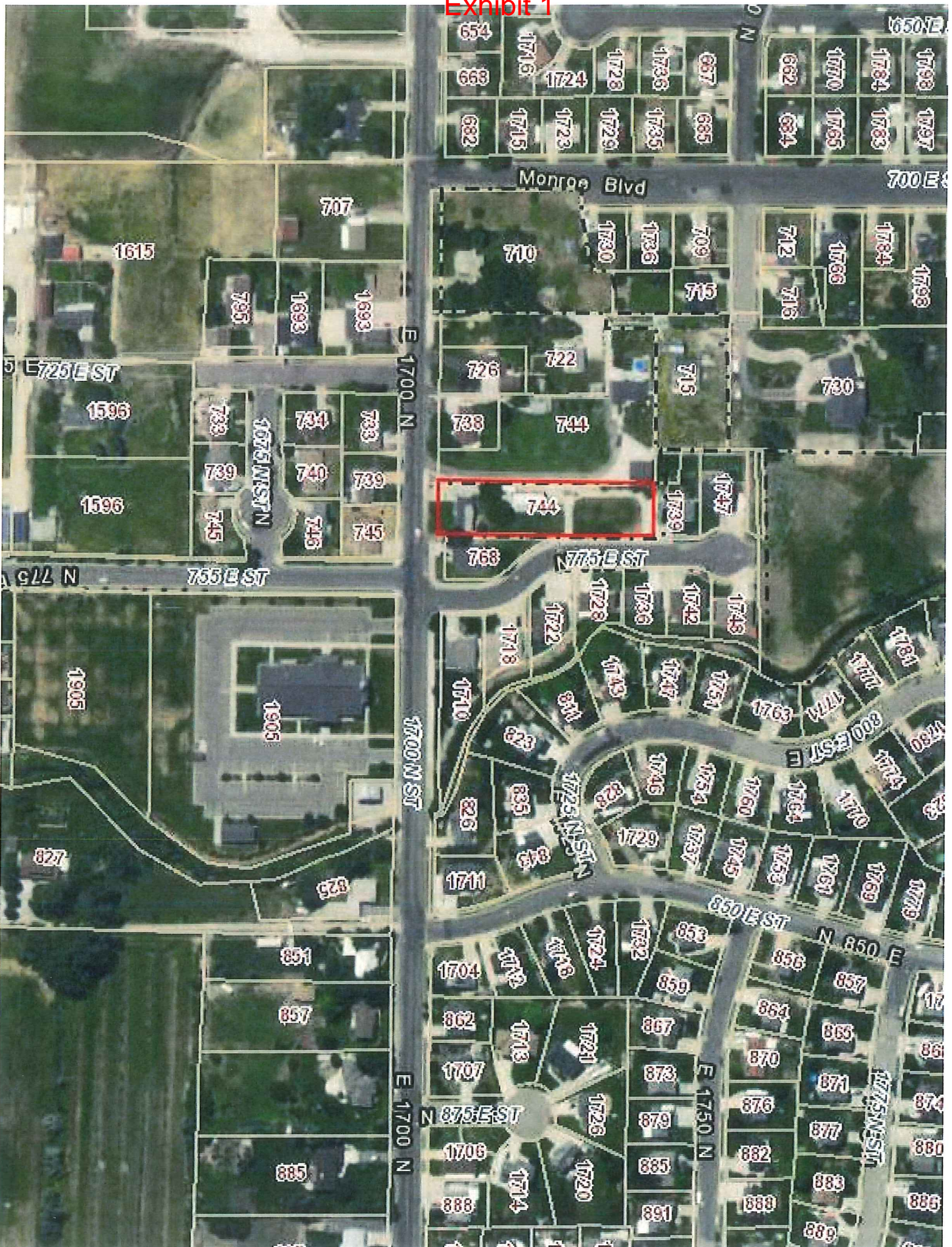
BEGINNING AT A POINT ON THE CENTERLINE OF 1700 NORTH STREET, SAID POINT BEING N89°26'01"W 2607.10 FEET AND N00°33'59"E 1482.86 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 4 (SOUTH QUARTER CORNER OF SECTION 4 BEING S45°48'20"W 3747.66 FEET FROM THE EAST QUARTER CORNER. OF SECTION 4); THENCE N00°56'45"E 412.34 FEET; THENCE S89°22'59"E 91.92 FEET; THENCE S00°30'41"W 412.02 FEET; THENCE N89°34'20"W 95.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 38,533 SQUARE FEET OR 0.885 ACRES MORE OR LESS

### Recommendation:

Approve the interlocal agreement between Weber County and North Ogden City designating the City as the land use and building permit authority for the property described above.







## Exhibit 2

### AGREEMENT #A30-2017 INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between North Ogden City, a municipal corporation organized and existing under the laws of the State of Utah hereinafter referred to as "City," and Weber County, a political subdivision of the state of Utah hereinafter referred to as "County."

#### RECITALS

**WHEREAS** the Utah Code Section 11-13-101 et. Seq., the Interlocal Cooperation Act, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other governmental units; and,

**WHEREAS** the property at 744 East 1700 North is in unincorporated Weber County; and,

**WHEREAS** the property owners have filed a petition to annex to City; and,

**WHEREAS** the property is within an unincorporated island within the City and is in the City annexation boundary declaration; and,

**WHEREAS:** The property owner is desirous to commence with a new residence and constructing a project at once on the subject property (Project); and,

**WHEREAS** City desires to exercise development approval over the Project; and,

**WHEREAS** City and County have entered into similar Interlocal agreements; and,

**WHEREAS** County is willing to allow City to exercise development approval over the Project; and,

**WHEREAS** the purpose of this Interlocal agreement is for County to delegate to the City authority to exercise land use, building permit authority over the Project for the immediate use of a mixed use enterprise which is located in an unincorporated portion of the County and which is subject to the pending petition for annexation into the City; and

**WHEREAS:** The boundary of the Property is more particularly described in Exhibit A:

**NOW THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants set forth herein, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## AGREEMENT

1. Authorization to approve the Project. Pending annexation, the County authorizes the City to approve the design and inspect the construction of the Project enterprise to be located on the Property. The City will conduct the approval and inspection process in adherence to all applicable federal, state, county and local laws, ordinances, rules and regulations.

2. Authorization to grant site plan approval. Pending annexation, the County authorizes the City to complete the site plan review of the Project. The City will conduct the site plan review in adherence to all applicable state laws and local ordinances.

3. Authorization to issue building permit. Pending annexation and following site plan approval, the County authorizes the City to review all plans, issue all building permits and conduct all inspections in regard to the Project. The City will exercise these functions in adherence to all applicable state laws and City ordinances.

4. Authorization to collect fees. Pending annexation, the County authorizes the City to apply its own fee schedule and to collect and retain all development fees associated with the Project, the site plan approval and the building permit process.

5. Notices. All notices, requests, and other communication pursuant to this Agreement shall be made in writing and sent by facsimile transmission, certified mail, return receipt requested, or by hand delivery, as follows:

For North Ogden City:

North Ogden City  
Attn.: City Recorder  
505E 2600 N,  
North Ogden Utah, Utah 84414

For Weber County:

Weber County  
Attn: Weber County Planning Division  
2380 Washington Blvd., Suite 240  
Ogden, Utah 84401

6. Severability. This Agreement is executed by the parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division, i.e., each section, paragraph, clause, phrase, item, term, condition, covenant or agreement contained herein, shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violates trade or commerce, is in contravention of public policy, is void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

7. Entire Agreement; Counterparts. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each party. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

8. Non-Waiver. The waiver by the County of the breach by the City of any condition, covenant or agreement herein contained shall not impair any future ability of the County to avail itself of any remedy or right set forth in this Agreement.

9. Conflict Resolution. In the event of a dispute between the parties they shall meet as soon as practical to discuss and attempt to resolve such dispute.

10. Cooperative Undertaking. This agreement does not establish an Interlocal entity to conduct the cooperative undertaking described in this agreement. Any real or personal property acquired or held in the performance of this cooperative undertaking shall remain the property of the agency who lawfully acquires said property.

11. Administration. The County designates the County Planning Director, 2380 Washington Blvd., Suite 240, Ogden, Utah 84401, to assist in the management of this agreement. The City designates the City Administrator, 505 E. 2600 N, North Ogden, UT 84414, as representative to assist in the management of this agreement. It is understood and agreed by the parties that the representative shall have no control over the means, methods, techniques or procedures employed in the services of this agreement.

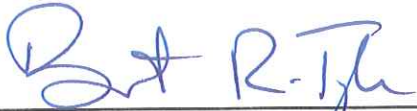
12. Laws of the State of Utah. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the state of Utah, both as to interpretation and performance.

13. Termination. This agreement shall terminate upon the completion of the annexation by the City, upon the completion of construction of the Project or after two years from the date of the execution of the agreement, whichever shall occur first.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year first herein written.

(Signatures appear on separate page)

NORTH OGDEN CITY

  
By: Brent R. Taylor, Mayor

ATTEST:

  
  
S. Annette Spendlove, MMC  
City Recorder

LEGAL APPROVAL:

  
Jonathan Call, City Attorney

IN WITNESS WHEREOF, the Parties hereto have signed the foregoing Agreement by authority of their respective authorizing person or bodies.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James Ebert, Chair

Commissioner Ebert voted \_\_\_\_\_

Commissioner Gibson voted \_\_\_\_\_

Commissioner Harvey voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**ERIC MOSHER ANNEXATION**

PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

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